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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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NAVIGATORS INSURANCE COMPANY a/s/o Al Naseem Perfumes Co., LLC,

17 Civ.

Plaintiff,

COMPLAINT

- against -

MARINE TRANSPORT LOGISTICS, INC., and MSC MEDITERRANEAN SHIPPING COMPANY S.A.,

Defendant.

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Plaintiff, NAVIGATORS INSURANCE COMPANY a/s/o Al Naseem Perfumes Co., LLC, by and through its attorneys, Casey & Barnett LLC, as and for its Complaint, alleges upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333 and the provisions contained in the MSC Line bill of lading, which mandates that jurisdiction for all claims arising under its bill of lading shall be in this jurisdiction.

PARTIES

2. At all material times, NAVIGATORS INSURANCE COMPANY (hereinafter “NAVIGATORS” or “Plaintiff”) was and is a corporation with an office and place of business

located at One Penn Plaza, 32nd Floor, New York, New York 10119, and is the subrogated underwriter of a consignment of perfume, as more specifically described below.

3. At all material times, defendant, MARINE TRANSPORT LOGISTICS, INC., (hereinafter "Defendant" or "MARINE") was and is a corporation with an office and place of business located at 63 New Hook Rd, Bayonne, New Jersey 07002 and at all relevant times, was and is still doing business within the jurisdiction of this Honorable Court as a common carrier.

4. At all material times, defendant, MSC Mediterranean Shipping Company S.A. (hereinafter "Defendant" or "MSC") was and is a corporation with an office and place of business located at 420 Fifth Avenue, New York, New York 10018 and at all relevant times, was and is still doing business within the jurisdiction of this Honorable Court as a common carrier.

5. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignments, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

6. On or about March 26, 2015, a consignment consisting of 449 cartons of perfumes, laden in container number MSCU7986410, then being in good order and condition, was delivered to the M/V MSC CAROLINA, and to the defendants MARITIME and MSC and/or their agents in New York, New York, for transportation to Abu Dhabi, U.A.E., in consideration of an agreed upon freight, pursuant to MARINE's bill of lading HBOL25287 and MSC's bill of lading number MSCUUSO47770, both dated on or about March 26, 2015.

7. Thereafter, on or about March 26, 2015 the aforementioned container was loaded aboard the M/V MSC CAROLINA and the vessel departed New York, New York, for carriage as aforesaid.

8. Thereafter, the aforementioned container arrived at destination where it was delivered to Al Naseem Perfumes Co., LLC, the plaintiff's assured, in Abu Dhabi, U.A.E.

9. On or about June 4, 2015, during discharge of the aforementioned shipment from the subject container, it was discovered that the cargo had sustained moisture and water damage during the transit resulting in physical damage to the cargo..

10. The physical damage sustained to the subject shipment resulted in a loss by Al Naseem Perfumes Co., LLC, in the total amount of $200,737.65.

11. At all times relevant hereto, a contract of insurance for property damage was in effect between Al Naseem Perfumes Co., LLC, and NAVIGATORS which provided coverage for, among other things, loss or damage to the consignment during transit.

12. Pursuant to the aforementioned contract of insurance between Al Naseem Perfumes Co., LLC and NAVIGATORS, NAVIGATORS was required to pay and did pay to Al Naseem Perfumes Co., LLC the amount of damages suffered by Al Naseem Perfumes Co., LLC due to the damages sustained to the subject shipment during transit.

13. As NAVIGATORS has sustained damages as a result of said payment under the aforementioned policy of insurance, NAVIGATORS has an equitable right of subrogation and is subrogated, to the extent of its payment, to the rights of its insured with respect to any and all claims for damages against the defendants.

14. By reason of the foregoing, Plaintiff has sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be $200,737.65.

15. The damage to the cargo was not the result of any act or omission of the Plaintiff, the shipper or Al Naseem Perfumes Co., LLC but, to the contrary, was due solely as the result of

the negligence, fault, neglect, and breach of contract of carriage, on the part of the Defendants and/or their agents.

16. Plaintiff sustained damages in amount currently estimated to be $200,737.65, no amount of which has been paid by defendants, despite due demand.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;

2. That judgment may be entered in favor of Plaintiff against Defendants, jointly and singularly, for the amount of Plaintiff's damages in the amount of at least $200,737.65, together with interest, costs and the disbursements of this action; and

3. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
May 4, 2017
222-97

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: ______________________
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